

# MISSOURI PACIFIC RAILROAD CO.

210 N. 13TH STREET

ST. LOUIS, MISSOURI 63103

TEL. AREA CODE 314 622-0123

## LAW DEPARTMENT

MARK M. HENNELLY

SENIOR VICE PRESIDENT AND GENERAL COUNSEL  
622-2025

JAMES A. HESSE 622-2024  
ASSISTANT GENERAL COUNSEL

PATRICK C. MULLEN 622-2022  
GENERAL SOLICITOR

ROBERT H. STAHLHEBER 622-2014  
CHIEF COMMERCE COUNSEL

DONALD E. MOLLOY 622-2016  
JOSEPH J. GAZZOLI 622-2012  
WILLIAM G. BARR 622-2866  
KIM R. LUTHER 622-2021  
GENERAL ATTORNEYS

ARTHUR R. ZAEGEL 622-2015  
MICHAEL THOMPSON 622-2011  
ASSISTANT GENERAL ATTORNEYS

JOHN K. WUESTLING 622-2017  
ATTORNEYS

March 9, 1982

MAR 23 1982 1 55 PM

Re: Missouri Pacific Railroad Company  
Equipment Trust, Series No. 16  
Dated February 1, 1981  
Chemical Bank Trustee  
Originally Recorded with ICC  
Rec. No. 12844

INTERSTATE COMMERCE COMMISSION

2-082-A-072  
3/23/82  
Date  
File

ICC Washington, D. C.

Mrs. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
12th Street & Constitution Ave., N.W.  
Washington, D.C. 20423

Dear Madam:

Enclosed for filing and recording pursuant to Sec. 11303 of the Interstate Commerce Act and 49 Code Fed. Regs. Sec. 1116.1(a), et seq., are four executed counterparts of a Supplemental Agreement No. 1, dated as of March 9, 1982, between Chemical Bank, Trustee, and Missouri Pacific Railroad Company, supplementing a Lease and Agreement constituting the above Equipment Trust.

The Supplemental Agreement No. 1, dated as of March 9, 1982, transmitted herewith for filing and recording, covers the following Equipment:

<u>No. of Units</u>	<u>Description</u>
3	100-Ton Airslide Hopper Car(s) numbered MP 721971/721973, both inclusive
	AAR Class or Mechanical Designation IO

The names and addresses of the parties to the transaction set forth in the instrument transmitted herewith for filing and recording are:

Trustee-Lessor: Chemical Bank  
55 Water Street  
New York, New York 10041

Lessee: Missouri Pacific Railroad Company  
210 North 13th Street  
St. Louis, Missouri 63103

March 9, 1982

The original Equipment Trust Agreement referred to herein was recorded with the Interstate Commerce Commission on the date and assigned the recordation number specified in the caption hereof.

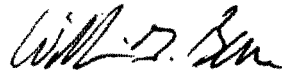
Check or voucher to cover the \$10 recording and filing fee is furnished herewith.

Upon filing and recording of the enclosed instrument, three counterparts thereof, showing thereon the Commission's recordation data, should be returned to:

Ms. Judy C. Durand, Vice President  
Missouri Pacific Railroad Company  
Suite 1203 - 1825 K Street, N.W.  
Washington, D.C. 20006  
Telephone: (202) 628-7258

who will arrange to call for same upon telephone advice that recordation has been accomplished.

Very truly yours,



William G. Barr

WGB:aes

Enclosures: Supplemental Lease (4)  
Check or voucher for \$10 recordation fee

SUPPLEMENTAL AGREEMENT NO. 1

MISSOURI PACIFIC RAILROAD EQUIPMENT TRUST, SERIES NO. 16  
Equipment Trust Agreement, dated as of February 1, 1981  
(Original I.C.C. Rec. No. 12844)

RECORDATION NO. 12844-A  
MAR 23 1982 - 1 55 PM  
INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, dated as of March 9, 1982, between CHEMICAL BANK, a New York corporation, Trustee (hereinafter called the Trustee), and MISSOURI PACIFIC RAILROAD COMPANY, a Delaware corporation (hereinafter called the Railroad):

WHEREAS, the Equipment Trust Agreement identified in the caption hereof (hereinafter called the Agreement) is now in effect between the Trustee and the Railroad, and provides for the leasing by the Trustee to the Railroad of certain Trust Equipment as defined and on the terms set forth in the Agreement; and

WHEREAS, the Agreement provides that if the aggregate Cost of all the Trust Equipment shall be less than 125% of the aggregate principal amount of Trust Certificates issued pursuant to the Agreement, the Railroad will cause to be transferred to the Trustee, pursuant to proper supplement to the Agreement, additional Equipment in such amount and of such Cost that the aggregate Cost of the Trust Equipment will be at least 125% of the aggregate principal amount of Trust Certificates so issued; and

WHEREAS, the Trust Equipment described in Schedule A to the Agreement has been determined to have an aggregate Cost of less than 125% of the aggregate principal amount of Trust Certificates issued; and

WHEREAS, the Railroad desires to subject to said Equipment Trust and to transfer to the Trustee additional Equipment in an amount and of such Cost that

the aggregate Cost of all the Trust Equipment will be at least 125% of the aggregate principal amount of Trust Certificates issued.

NOW, THEREFORE, in consideration of the premises and pursuant to the terms of the Agreement, the parties agree:

1. The Trust Equipment as defined and described in the Agreement and as set forth in Schedule A to the Agreement shall include the following Equipment:

<u>No. of Units</u>	<u>Description</u>	<u>Est. Total Cost</u>
3	100-Ton Airslide Hopper Cars, Nos. MP 721971/721973, both inclusive	\$194,000

which Equipment shall hereafter constitute and be a part of the Trust Equipment of the Equipment Trust referred to herein, as fully and completely as though it had been part of the original Trust Equipment and subject to all the terms and conditions of the Agreement.

2. Except as expressly amended, the Agreement and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

3. This Supplemental Agreement (a) shall be governed by the laws of the State of New York, and (b) may be executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee and the Railroad have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

ATTEST:

*C. J. Martin*

Assistant Secretary

[Corporate Seal]

CHEMICAL BANK

By

*R. H. Hancey*  
SENIOR TRUST OFFICER

ATTEST:

*W. J. Heroes*

Assistant Secretary

[Corporate Seal]

MISSOURI PACIFIC RAILROAD COMPANY

By

*L. White Matthews*  
Vice President-Finance

STATE OF NEW YORK )

) ss.

COUNTY OF NEW YORK )

On this 16<sup>th</sup> day of March, 1982, before me personally appeared F. J. FARRELL, to me personally known, who being by me duly sworn, says that he is a SENIOR TRUST OFFICER of CHEMICAL BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

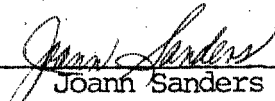
*Emily Fayon*  
\_\_\_\_\_  
Notary Public

My Commission Expires: 3/30/83 EMILY FAYAN  
Notary Public, State of New York  
No. 24-4737006  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires March 30, 1983

(Notarial Seal)

STATE OF MISSOURI     )  
                              ) ss.  
CITY OF ST. LOUIS     )

On this 9th day of March, 1982, before me personally appeared L. W. Matthews, III, to me personally known, who, being by me duly sworn, says that he is Vice President-Finance of MISSOURI PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Joann Sanders  
Notary Public

My Commission expires: September 10, 1982

JOANN SANDERS  
NOTARY PUBLIC, STATE OF MISSOURI  
MY COMMISSION EXPIRES SEPT. 10, 1982  
CITY OF ST. LOUIS

(Notarial Seal)